

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JUSTIN BAKER, on behalf of himself and all others similarly situated,

Plaintiff.

CASE NO. 2:21-CV-0114-TOR

UNITED PARCEL SERVICE, INC., a Delaware corporation, and UNITED PARCEL SERVICE, INC., an Ohio corporation,

## Defendants.

## STIPULATED PROTECTIVE ORDER

BEFORE THE COURT is the parties' Stipulated Motion for Protective Order. ECF

No. 50. The motion was submitted for hearing without oral argument. Having reviewed the file and the records therein, the Court is fully informed. Pursuant to the parties' joint request that the Court enter this Order, and their agreement that the following limitations and restrictions should apply to documents and information produced for inspection and copying during the course of this litigation (the "Action"), the Court hereby **ORDERS**:

1. This Protective Order shall apply to all documents designated as Confidential

1 or Confidential – Attorneys’ Eyes Only and produced in this action by any party or non-  
2 party, including, without limitation: all designated deposition testimony, documents and  
3 any other information disclosed pursuant to the disclosure or discovery duties created by  
4 the Federal Rules of Civil Procedure (collectively, “Discovery Material”). Documents  
5 designated CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY shall  
6 be referred to as “Confidential Discovery Material.”

7 2. As used in this Protective Order, “document” is defined as provided in FED.  
8 R. CIV. P. 34(a), and specifically includes electronically-stored information and other data  
9 compilations. A draft or non-identical copy is a separate document within the meaning of  
10 this term.

11 3. Information designated “CONFIDENTIAL” by any party or non-party shall  
12 be information that implicates common law and statutory privacy and/or common law and  
13 statutory confidentiality interests such as: (a) personnel files; (b) documents containing  
14 personal identifying information of parties or non-parties (i.e., addresses, phone numbers,  
15 email addresses, social security numbers etc.); (c) other employment-related information  
16 of parties or non-parties; (d) United Parcel Service, Inc.’s (“UPS’s” or “Company’s”)  
17 sensitive Company financial information, insurance information, or other proprietary  
18 Company information; (e) personal financial (including tax returns) and medical  
19 information of the Plaintiff and/or other current or former employees of the Company; and  
20 (f) any other material qualifying for protection under FED. R. CIV. P. 26(c). The list above  
21 is intended to provide examples but is not intended to be exhaustive. CONFIDENTIAL

1 information shall not be disclosed or used for any purpose except for the preparation,  
2 litigation, and trial of this case and, furthermore, is subject to disclosure only under the  
3 terms of this Protective Order.

4       4. Information designated CONFIDENTIAL – ATTORNEYS’ EYES ONLY by  
5 any party or non-party shall be information that may otherwise be designated  
6 CONFIDENTIAL under the terms of this Order but that in the Designating Party’s good  
7 faith judgment contains (a) highly sensitive and/or proprietary business information; (b)  
8 trade secrets; (c) personal or commercial financial data; or (d) otherwise contains  
9 particularly sensitive commercial or personal information which, due to its sensitive nature,  
10 may place the Designating Party at a competitive disadvantage because the information  
11 relates to the Designating Party’s pricing, financial records, sales strategies, distribution  
12 strategies, manufacturing procedures, technical knowledge, unpatented inventions, patent  
13 applications, technical development plans and notes, manufacturing secrets, secret  
14 processes, formulae, potential customers, potential distributors, or other confidential and  
15 proprietary information, as well as trade secrets relating to the Designating Party’s market  
16 plans in its industry.

17       5. CONFIDENTIAL documents, materials, and/or information (collectively  
18 “CONFIDENTIAL information”) shall not, without the consent of the party producing it  
19 or further Order of the Court, be disclosed, except that such information may be disclosed  
20 to:

21       a. The Court, persons employed by the Court, and stenographers transcribing

1 the testimony or argument at a hearing, trial, or deposition in this action or  
2 any appeal therefrom (“Court Personnel”);

3 b. Any named party, counsel to such parties whether or not they have entered  
4 appearances in this action, in-house counsel for corporate parties, and  
5 legal, clerical, paralegal, and secretarial staff employed or retained by  
6 outside or in-house counsel, including outside copying services;

7 c. Experts or consultants retained by counsel in connection with this action;

8 d. Deposition witnesses questioned by counsel of record for a party in  
9 connection with this action, but only to the extent reasonably necessary to  
10 assist such counsel in the prosecution or defense of this action, and  
11 provided that (i) such witness agrees to be bound by the terms of this  
12 Protective Order, or (ii) if such witness refuses and such refusal is noted  
13 on the deposition record, counsel provides the witness with a copy of this  
14 Protective Order, informs the witness, and the witness acknowledges that  
15 the information to be communicated is Confidential, subject to the  
16 Protective Order in this case, may be used only in connection with that  
17 deposition and may not be communicated to any other person;

18 e. Stenographic reporters who are engaged in proceedings necessarily  
19 incident to the conduct of this action;

20 f. Any individual identified by a party as a person with knowledge under  
21 FED. R. CIV. P. 26, including class members, but only to the extent

1           reasonably necessary to assist counsel in the prosecution or defense of this  
2           action, and provided that such individual agrees to be bound by the terms  
3           of this Protective Order;

4           g. Any author or recipient of the document (not including a person who  
5           received the document in the course of this litigation);  
6           h. Mediators and Arbitrators agreed to and retained by the parties in  
7           connection with this action; and,  
8           i. Other persons by written agreement of the Parties.

9           6. Discovery material designated CONFIDENTIAL – ATTORNEYS’ EYES  
10           ONLY shall not, without the consent of the party producing it or further Order of the Court,  
11           be disclosed, except that such information may be disclosed to:

12           a. The Court, persons employed by the Court, and stenographers  
13           transcribing the testimony or argument at a hearing, trial, or deposition in  
14           this action or any appeal therefrom (“Court Personnel”);  
15           b. Counsel to any named party in this suit, in-house counsel for corporate  
16           parties, and legal, clerical, paralegal, and secretarial staff employed or  
17           retained by outside or in-house counsel, including outside copying  
18           services;  
19           c. Mediators and Arbitrators agreed to and retained by the parties in  
20           connection with this action; and,  
21           d. Experts or consultants retained by counsel in connection with this action,

1 provided the experts or consultants agree to be bound by the terms of this  
2 Order by signing the acknowledgement attached to this Order.

3 Due to the highly restrictive nature of the CONFIDENTIAL – ATTORNEYS’  
4 EYES ONLY designation, the parties should use this designation sparingly and only in  
5 exceptional circumstances. Should there be a challenge to a CONFIDENTIAL –  
6 ATTORNEYS’ EYES ONLY designation, the Court will require the Designating Party to  
7 justify its use.

8 7. Prior to disclosing any CONFIDENTIAL or CONFIDENTIAL –  
9 ATTORNEYS’ EYES ONLY information to any person listed above (other than counsel,  
10 persons employed by counsel, Court Personnel, deponents, and stenographic reporters),  
11 counsel shall provide such person with a copy of this Protective Order, explain the person’s  
12 obligations under the Protective Order, and obtain the person’s agreement to comply with  
13 the Protective Order.

14 8. Documents are designated as CONFIDENTIAL or CONFIDENTIAL –  
15 ATTORNEYS’ EYES ONLY by placing or affixing on them (in a manner that will not  
16 interfere with their legibility) the following or other appropriate notice:  
17 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on every  
18 page containing Confidential information. With the exception of depositions, which are  
19 discussed below in Paragraph 10, information, documents, and/or other materials  
20 unintentionally produced without a “CONFIDENTIAL” or “CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY” designation or produced before the Stipulated Protective

1 Order is issued, may be retroactively designated in the same manner.

2       9. Before any information is designated “CONFIDENTIAL,” or  
3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” counsel of record for the designating  
4 party must first review the information and make a determination, in good faith, that the  
5 documents, information, and/or other materials are confidential and entitled to protection  
6 pursuant to Paragraphs 3 and 4 of this Protective Order, or otherwise entitled to protection  
7 under FED. R. CIV. P. 26(c). Whenever a deposition involves the disclosure of  
8 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY information, the  
9 deposition or portions thereof shall be designated as CONFIDENTIAL or  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY and shall be subject to the provisions  
11 of this Protective Order. Such designation shall be made on the record during the  
12 deposition whenever possible, but a party may designate portions of depositions as  
13 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY after  
14 transcription, provided written notice of the designation is promptly given to all counsel of  
15 record within thirty (30) days after notice by the court reporter of the completion of the  
16 transcript.

17       10. In the case of deposition or other pretrial testimony, a party can designate  
18 testimony as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY by  
19 a statement on the record by counsel, at the time the testimony to be protected is given.  
20 Such testimony may also be designated by written notice from counsel for the Designating  
21 Party to the court reporter and counsel of record for all other parties, specifying by page

1 and line number the material to be classified and the classification assigned. To be  
2 effective, such notice must be sent within thirty (30) days of the date on which the  
3 Designating Party receives a copy of the transcript. In either event, counsel shall direct the  
4 court reporter and/or counsel to affix the appropriate confidentiality stamp to any portion  
5 of the original transcript, and to that portion of all copies of the transcript, and those  
6 portions of the transcript so designated shall be deemed Confidential Discovery Material.

7 11. Each party or non-party that designates information or items for protection  
8 under this Order must take care to limit any such designation to specific material that  
9 qualifies under the appropriate standards set forth herein. The Designating Party must  
10 designate for protection only those parts of material, documents, items, or oral or written  
11 communications that qualify – so that other portions of the material, documents, items, or  
12 communications for which protection is not warranted are not swept unjustifiably within  
13 the ambit of this Order. A party that learns it has mistakenly designated documents as  
14 confidential must promptly notify all other parties that it is withdrawing the designation.

15 12. Any Confidential or Confidential – Attorneys’ Eyes Only designation is  
16 subject to challenge by any Receiving Party. The following procedure shall apply to any  
17 such challenge.

18 a. Objection to Confidentiality. Any Receiving Party may challenge a  
19 designation of confidentiality at a reasonable time after receiving such a  
20 designation. A Receiving Party does not waive its right to challenge a  
21 confidentiality designation by electing not to mount a challenge promptly

1 after the original designation is disclosed, however the time since the  
2 disclosure may be considered as a factor in determining the  
3 appropriateness of the challenge. To challenge a designation, the  
4 Receiving Party may serve upon the Designating Party a written objection  
5 to the designation. The objection shall specify the documents to which the  
6 objection is directed and shall set forth the reasons for the objection as to  
7 each document or category of documents. Confidential Discovery  
8 Material to which an objection has been made shall remain Confidential  
9 Discovery Material until designated otherwise by agreement or order of  
10 the Court (the “Disputed Information”).

11 b. Obligation to Meet and Confer. The Receiving Party and the Designating  
12 Party shall have ten business (10) days from service of the objection to  
13 meet and confer in a good faith effort to resolve the objection by  
14 agreement. The ten (10) day period may be extended by agreement of the  
15 parties. If agreement is reached confirming or waiving the  
16 **CONFIDENTIAL** or **CONFIDENTIAL – ATTORNEYS’ EYES ONLY**  
17 designation as to any documents subject to the objection, the Designating  
18 Party shall serve on all parties a notice specifying the documents and the  
19 nature of the agreement.

20 c. Obligation to Apply to the Court for Relief. If the parties cannot reach  
21 agreement as to any Disputed Information, the Receiving Party shall,

1                   within thirty (30) calendar days of the conclusion of the parties' meet-and-  
2                   confer discussions, contact the Court to request that the Court determine  
3                   whether the Disputed Information should be subject to the terms of this  
4                   Protective Order. The thirty (30) day period may be extended by  
5                   agreement of the parties. While the parties are conferring regarding the  
6                   dispute and until the Court resolves the dispute, the Disputed Information  
7                   shall be treated as CONFIDENTIAL or CONFIDENTIAL –  
8                   ATTORNEYS' EYES ONLY under the terms of this Protective Order. In  
9                   any proceeding to change the designation of Confidential Discovery  
10                   Material, the burden shall be upon the Designating Party to establish that  
11                   good cause exists for the Disputed Information to be classified as  
12                   CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES ONLY.  
13                   If the Receiving Party fails to contact the Court within the thirty (30) day  
14                   calendar time period prescribed above, the disputed information shall  
15                   maintain its designation as CONFIDENTIAL or CONFIDENTIAL –  
16                   ATTORNEYS' EYES ONLY and shall be treated as CONFIDENTIAL or  
17                   CONFIDENTIAL – ATTORNEYS' EYES ONLY in accordance with this  
18                   Protective Order.

19                   13. When filing any documents that contain information designated by another  
20                   party as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES ONLY, the  
21                   filing party must provide the Designating Party at least two (2) days' notice, and file the

1 documents under seal pursuant to page 6 of the Court’s “Procedures for the Filing of Sealed  
2 and Ex Parte Documents *For Civil Cases*” (Rev. 10/2/2020). The documents will initially  
3 maintain their “sealed” status for fourteen (14) days. Within that fourteen (14) day period,  
4 the Designating Party, should it wish for the designated material to remain sealed, must  
5 file a statement explaining (1) each document or portion thereof for which sealing is  
6 sought, (2) the applicable legal standards, and (3) the reasons justifying sealing. *See* Partial  
7 Scheduling Order, ECF No. 47 at 4 (“If confidential records are attached to court filings,  
8 ‘compelling reasons’ must be shown to seal records attached to a dispositive motion and  
9 ‘good cause’ must be shown to seal records attached to a non-dispositive motion . . .”).  
10 The filing party may file a statement in opposition to the Designating Party’s statement  
11 within seven (7) days thereafter if it believes sealing is not appropriate; however, the filing  
12 party may not oppose the Designating Party’s request to maintain the seal unless it has  
13 previously challenged the designation of the identified materials pursuant to Paragraph 12  
14 of this Order. If the Designating Party fails to file a statement within fourteen (14) days of  
15 the initial filing, or if the Court finds in its discretion that the Designating Party has failed  
16 to justify sealing under applicable legal standards, the sealed filing will be rejected and an  
17 unsealed copy filed on the public docket.

18 14. In the event additional parties join or are joined in this action, or additional or  
19 different counsel enter an appearance, they shall also be subject to the terms of this  
20 Protective Order.

21 15. Pursuant to FED. R. CIV. P. 502(d) and (e), which are incorporated herein by

1 reference, the Court orders protection of privileged and otherwise protected Discovery  
2 Material against claims of waiver (including as against third parties and in other federal,  
3 state, or administrative proceedings) as follows:

4 a. If, during the course of this litigation, a Producing Party determines that it  
5 has produced privileged Discovery Material, pursuant to FED. R. EVID.  
6 502(d)-(e):

7 i. The Producing Party may notify the Receiving Party of the  
8 inadvertent production and request the return of privileged  
9 documents. The notice shall be in writing; however, it may be  
10 delivered orally on the record at a deposition, and promptly  
11 followed up in writing. The Producing Party's written notice will  
12 contain a log identifying the Discovery Material inadvertently  
13 produced, the privilege claimed, and the basis for the assertion of  
14 the privilege. In the event that any portion of the Discovery Material  
15 does not contain privileged information, the Producing Party shall  
16 also provide to the Receiving Party a redacted copy of the document  
17 that omits the information that the Producing Party believes is  
18 subject to a claim of privilege.

19 ii. The Receiving Party must, within ten (10) days of receiving the  
20 Producing Party's written notification described above, return,  
21 sequester, or destroy the Discovery Material and any copies, along

1 with any notes, abstracts or compilations of the content of the  
2 privileged Discovery Material. To the extent that Discovery  
3 Material has been loaded into a litigation review database under the  
4 control of the Receiving Party, the Receiving Party shall have all  
5 electronic copies of the Protected Document removed from the  
6 database. Where privileged Discovery Material cannot be destroyed  
7 or separated, it shall not be reviewed, disclosed, or otherwise used  
8 by the Receiving Party.

9       iii. In the event there is any disagreement regarding the appropriate  
10 designation of privileged materials by the Producing Party, either  
11 party may make a request for a determination by the court, and the  
12 Receiving Party will continue to sequester the materials until the  
13 matter is resolved. During the pendency of a dispute, the Receiving  
14 Party shall not disclose or otherwise use the designated materials,  
15 and the Producing Party must preserve the information.

16       b. To the extent that the information contained in Discovery Material has  
17 already been used in or described in other documents generated or  
18 maintained by the Receiving Party prior to the date of receipt of written  
19 notice, the Receiving Party shall sequester the documents until the claim  
20 has been resolved. If the Receiving Party disclosed the Discovery Material  
21 subject to a claim of privilege before being notified of its inadvertent

1 production, it must take reasonable steps to retrieve it.

2 c. The Receiving Party's return, sequestering, or destruction of privileged  
3 Discovery Material as provided for in this Protective Order will not act as  
4 a waiver of the Receiving Party's right to move for the production of the  
5 returned, sequestered, or destroyed documents on the grounds that the  
6 documents are not, in fact, subject to a viable claim of privilege. However,  
7 the Receiving Party is prohibited and estopped from arguing that:

8 i. The disclosure or production of the Discovery Material in this case  
9 acts as a waiver of an applicable privilege or evidentiary protection;  
10 ii. The disclosure of the Discovery Material was not inadvertent;  
11 iii. The Producing Party did not take reasonable steps to prevent the  
12 disclosure of the Discovery Material; or  
13 iv. The Producing Party failed to take reasonable or timely steps to  
14 rectify the error.

15 d. Upon a determination by the Court that the Discovery Material is protected  
16 by the applicable privilege, and if the Discovery Material has been  
17 sequestered rather than returned or destroyed by the Receiving Party, the  
18 Discovery Material shall be returned or destroyed within ten (10) days of  
19 the Court's order (except Discovery Material stored on back-up tapes or  
20 other archival media, which shall remain subject to the terms of this  
21 Protective Order). The Court may also order the identification by the

1 Receiving Party of privileged Discovery Material by search terms or other  
2 means.

3 e. Nothing contained in this Protective Order is intended to or shall serve to  
4 limit a party's right to conduct a review of documents, ESI, or information  
5 (including metadata) for relevance, responsiveness, and/or segregation of  
6 privileged and/or protected information before production.

7 16. The provisions of this Protective Order shall continue to be binding  
8 throughout this action, including, without limitation, any appeals. Within sixty (60) days  
9 after receiving notice of the entry of an order, judgment, or decree finally disposing of all  
10 litigation in which Confidential Discovery Material was disclosed, all persons having  
11 received Confidential Discovery Material shall either: (1) return the material and all copies  
12 (including summaries and excerpts) to the Producing Party or its counsel; or (2) destroy all  
13 the Confidential Discovery Material at issue and certify in writing to the Designating  
14 Parties or their counsel that the destruction has occurred. Notwithstanding this provision,  
15 counsel for the parties shall be entitled to retain proceeding papers, deposition and hearing  
16 transcripts, exhibits, attorney work product, correspondence, expert reports, expert and  
17 consultant work product, and copies stored on back-up tapes or other archival media that  
18 contain Confidential Discovery Material or references to Confidential Discovery Material,  
19 provided that counsel, and employees of counsel, shall neither disclose to any person nor  
20 use for any purpose unrelated to this action the Confidential Discovery Material, except  
21 pursuant to a court order or agreement with the Designating Party. If the counsel have

1 provided any person listed in Paragraphs 5 and 6 above (other than counsel, persons  
2 employed by counsel, Court Personnel, and stenographic reporters) with any Confidential  
3 Discovery Material, such counsel will take reasonable steps to ensure those individuals  
4 have returned that Confidential Discovery Material to counsel within sixty (60) days after  
5 the parties receive notice of the entry of an order, judgment or decree finally disposing of  
6 all litigation in which Confidential Discovery Material information was disclosed.

7       17. If a Receiving Party is served with a subpoena, demand, or any other legal  
8 process seeking Confidential Discovery Material, that person shall give prompt written  
9 notice, by hand or email transmission within forty-eight (48) hours of its receipt of a  
10 subpoena, demand, or legal process to the Designating Party. The Designating Party shall  
11 be solely responsible for seeking any relief or protection from any subpoena demand or  
12 legal process seeking Confidential Discovery Material and shall also be solely responsible  
13 for its costs and attorneys' fees in any proceedings relating to the subpoena or legal process.

14       18. This stipulation shall be binding on the parties upon filing with the Court,  
15 prior to its entry as a Protective Order. Should the Court not enter this stipulation as a  
16 Protective Order, it shall remain binding upon the parties until such time as the Court enters  
17 a different protective order providing substantially similar protections to those contained  
18 in this stipulation. Once entered, this Protective Order shall remain in effect during this  
19 Court's jurisdiction over this action, unless and until the Court enters a Protective Order to  
20 the contrary.

21       19. This Stipulated Protective Order shall not be construed as a waiver of any

1 right to object to the authenticity, admissibility, or confidentiality of any evidence at trial  
2 nor shall it be deemed or construed as a waiver of any right to object to the furnishing of  
3 information in response to any discovery request. This Stipulated Protective Order shall  
4 also not be deemed or construed as a waiver of the attorney/client privilege, work product  
5 doctrine, or any other privilege or of the rights of any party, person or entity to oppose the  
6 production of any documents or information on any grounds. Further, nothing in this  
7 Stipulated Protective Order shall be construed to limit, restrict, or otherwise affect the  
8 ability of any party to seek the production of documents, testimony, or information from  
9 any source.

10 This Protective Order may be modified by the Court at any time for good cause  
11 shown following notice to all parties and an opportunity for them to be heard.

12 The District Court Executive is directed to enter this order and provide copies to the  
13 parties.

14 DATED July 21, 2022.



15 A handwritten signature in blue ink that reads "Thomas O. Rice".  
16 THOMAS O. RICE  
17 United States District Judge  
18 //  
19 //  
20 //  
21 //

1 APPROVED:

<p><b>OUTTEN &amp; GOLDEN LLP</b></p> <p><u>/s/ Michael J. Scimone</u> Michael J. Scimone</p> <p>5 Attorney for Plaintiff</p> <p>6 MICHAEL J. SCIMONE <b>OUTTEN &amp; GOLDEN LLP</b> 685 Third Avenue, 25<sup>th</sup> Floor 7 New York, New York 10017 Telephone: (212) 245-1000 8 E-mail: mcsimone@outtengolden.com</p> <p>9 THOMAS G. JARRARD (WSBA #39774) <b>LAW OFFICE OF THOMAS G.</b> <b>JARRARD, PLLC</b> 10 1020 N. Washington Street. 11 Spokane, Washington 99201 12 Telephone: (425) 239-7290 E-mail: tjarrard@att.net</p> <p>13 MATTHEW Z. CROTTY (WSBA 14 #39284) <b>CROTTY &amp; SON LAW FIRM, PLLC</b> 15 905 W. Riverside Ave., Suite 404 Spokane, Washington 99201 16 Telephone: (509) 850-7011 E-mail: matt@crottyandson.com</p> <p>17 R. JOSEPH BARTON <b>BLOCK &amp; LEVITON LLP</b> 18 1735 20<sup>th</sup> Street, NW Washington, D.C. 20009 19 Telephone: (202) 734-7046 E-mail: jbarton@blockesq.com</p> <p>20 PETER ROMER-FRIEDMAN <b>GUPTA WESSLER PLLC</b> 21 1900 L Street, NW, Suite 312</p>	<p><b>GREENBERG TRAURIG, LLP</b></p> <p><u>/s/ Naomi Beer</u> Naomi G. Beer</p> <p>5 Attorney for Defendants</p> <p>6 JAMES M. NELSON (WSBA No. 44652) DOMINIC E. DRAYE (AZ Bar No. 033012) <i>Admitted Pro Hac Vice</i> <b>GREENBERG TRAURIG, LLP</b> 2375 East Camelback Road, Suite 700 Phoenix, Arizona 85016 Telephone: (602) 445-8000 E-mail: nelsonj@gtlaw.com E-mail: drayed@gtlaw.com</p> <p>9 NAOMI G. BEER (CO Bar No. 29144) <i>Admitted Pro Hac Vice</i> <b>GREENBERG TRAURIG, LLP</b> 1144 15<sup>th</sup> Street, Suite 3300 Denver, Colorado 80202 Telephone: (303) 572-6500 Facsimile: (303) 572-6540 E-mail: beern@gtlaw.com</p> <p>13 SALLY W. HAMELING (WSBA No. 49457) 14 JACOB M. KNUTSON (WSBA No. 54616) <b>JEFFERS, DANIELSON,</b> <b>SONN &amp; AYLWARD, P.S.</b> 2600 Chester Kimm Road P.O. Box 1688 Wenatchee, WA 98807-1688 Telephone: (509) 662-5685 Facsimile: (509) 662-2452 E-mail: sallyh@jdsalaw.com</p>
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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JUSTIN BAKER, on behalf of himself and all others similarly situated,

Plaintiff,

NO. 2:21-cv-00114-TOR

UNITED PARCEL SERVICE, INC., a Delaware corporation, and UNITED PARCEL SERVICE, INC., an Ohio corporation,

## **STIPULATED PROTECTIVE ORDER ACKNOWLEDGEMENT**

## Defendants.

**STIPULATED PROTECTIVE ORDER ACKNOWLEDGEMENT**

The undersigned hereby acknowledges that [he/she] has read the Protective Order dated [INSERT DATE OF OPERATIVE PROTECTIVE ORDER] in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Eastern District of Washington in matters relating to the Protective Order and understands that the terms of the Protective Order obligate [him/her] to use documents designated “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in accordance with the Order, solely for the purpose of the above-captioned action, and not to disclose any such documents or information derived directly therefrom to any other person, firm, or concern.

The undersigned acknowledges that violation of the Protective Order may result in

1 penalties for contempt of court.

2 Name: \_\_\_\_\_

3 Job Title: \_\_\_\_\_

4 Employer: \_\_\_\_\_

5 Business Address: \_\_\_\_\_

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